

Employer Report — Part A
The Labor-Management Reporting
and Disclosure Act of 1959, As Amended (LMRDA)

U.S. Department of Labor
Employment Standards Administration
Office of Labor-Management Standards



Office of Labor-Management Standards
Washington, D.C. 20210
(Rev. 1986)

Form approved - OMB No. 1215-0188
Expires 11-30-2002

This report is mandatory under P.L. 86-257,
as amended. Failure to comply may result in
criminal prosecution, fines and civil penalties
as provided by 29 U.S.C. 439, 440.

File two copies.

File No. E- 4258
(To be assigned by U.S. Dept. of Labor)

Refer to instructions on page 3.

1. Full Name of Reporting Employer (including trade name, if any) and mailing address (Street Number, City, State, ZIP Code).
United Air Lines, Inc.
1200 E. Algonquin Road
Elk Grove Village, IL 60007
2. Address of Principal Office, if different from address in Item 1.
3. Any other address or addresses at which records necessary to verify this report will be available for examination.
4. Report relating to fiscal period:
Beginning 01 01 00 and
Mo. Day Yr.
Ending 12 31 00
Mo. Day Yr.
5. Indicate by checking appropriate box where records necessary to verify this report will be available for examination.
☒ Address in Item 1
☐ Address in Item 2
☐ Address in Item 3
6. Type of organization.
☒ Corporation ☐ Partnership ☐ Individual ☐ Other (Specify)
7. Industrial Classification (Check appropriate box(es)):
Manufacturing Mining Construction Transportation Communication and Utilities Wholesale and Retail Trade Finance, Insurance and Real Estate Services Other (Specify)
A ☐ B ☐ C ☐ D ☒ E ☐ F ☐ G ☐ H ☐ I ☐
8. READ CAREFULLY THE FOLLOWING QUESTIONS, TAKING INTO CONSIDERATION THE EXCLUSIONS LISTED FOR ITEMS 8A THROUGH 8F OF THE INSTRUCTIONS (SEE PAGE 3). IF YOUR ANSWER TO ANY OF THE QUESTIONS IS "YES," CHECK THE BOX IMMEDIATELY FOLLOWING THE QUESTION AND COMPLETE PART B, A COPY OF WHICH APPEARS ON THE REVERSE SIDE. COMPLETE A SEPARATE PART B FOR EACH "YES" ANSWER TO ANY OF THE QUESTIONS NUMBERED 8A THROUGH 8F. IF THE ANSWER IS "YES" TO MORE THAN ONE PART OF THE SINGLE QUESTION OR FOR MORE THAN ONE PERSON OR ORGANIZATION, COMPLETE A SEPARATE PART B FOR EACH "YES" ANSWER TO THAT QUESTION.
- A. QUESTION.—During the past fiscal year did you make or promise or agree to make, directly or indirectly, any payment or loan of money or other thing of value (including reimbursed expenses) to any labor organization or to any officer, agent, shop steward, or other representative or employee of any labor organization?
☐ No ☒ Yes. If "Yes," enter the number of Part B's required for this question
- B. QUESTION.—During the past fiscal year did you make, directly or indirectly, any payment (including reimbursed expenses) to any of your employees, or to any group or committee of your employees, for the purpose of causing them to persuade other employees to exercise or not to exercise, or as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing without previously or at the same time disclosing such payment to all such other employees?
☒ No ☐ Yes. If "Yes," enter the number of Part B's required for this question
- C. QUESTION.—During the past fiscal year did you make any expenditures where an object thereof, directly or indirectly, was to interfere with, restrain, or coerce employees in the right to organize and bargain collectively through representatives of their own choosing?
☒ No ☐ Yes. If "Yes," enter the number of Part B's required for this question
- D. QUESTION.—During the past fiscal year did you make any expenditure where an object thereof, directly or indirectly, was to obtain information concerning the activities of employees or of a labor organization in connection with a labor dispute in which you were involved?
☒ No ☐ Yes. If "Yes," enter the number of Part B's required for this question
- E. QUESTION.—During the past fiscal year did you make any agreement or arrangement with a labor relations consultant or other independent contractor or organization pursuant to which such person undertook activities where an object thereof, directly or indirectly, was to persuade employees to exercise or not to exercise, or as to the manner of exercising, the right to organize and bargain collectively through representatives of their own choosing; or did you make any payment (including reimbursed expenses) pursuant to such an agreement or arrangement?
☒ No ☐ Yes. If "Yes," enter the number of Part B's required for this question
- F. QUESTION.—During the past fiscal year did you make any agreement or arrangement with a labor relations consultant or other independent contractor or organization pursuant to which such person undertook activities where an object thereof, directly or indirectly, was to furnish you with information concerning activities of employees or of a labor organization in connection with a labor dispute in which you were involved; or did you make any payment pursuant to such agreement or arrangement?
☒ No ☐ Yes. If "Yes," enter the number of Part B's required for this question

TOTAL NUMBER OF PART B'S REQUIRED FOR THIS REPORT IS



Name and Address of Reporting Employer

File No.

E- 4258

(To be assigned by U.S. Dept. of Labor)

United Air Lines, Inc.
1200 E. Algonquin Road
Elk Grove Village, IL 60007

Refer to Instructions on Page 3

A 1 Indicate in blocks at left, question number to which this Part B relates and the consecutive number of this Part B with respect to that question. (See example on page 2, 3d paragraph under "What Must Be Filed.")

9. PROVIDE THE FOLLOWING INFORMATION:

☐ Agreement ☒ Payment ☐ Both.

a. Name and address of person, committee, group or organization with whom or through whom a separate agreement was made or to whom payments or expenditures were made.

Captain F.C. Dubinsky
Air Line Pilots Association

6400 Shafer Court, Suite 700

Rosemont, IL 60018

b. Position in labor organization or with employer (if an independent labor consultant, so state).

Chairman UAL-MEC

c. Name and address of firm or labor organization with whom employed or affiliated.

SAME



10. Date of the promise, agreement or arrangement pursuant to which payments or expenditures were agreed to or made.

Throughout 2000

Mo. Day Yr.

☒ Oral and ☒ Written

11. a. Date of each payment or expenditure	b. Amount of each payment or expenditure	c. Kind of each payment or expenditure (Specify whether payment or loan, and whether in cash or property)
(1) 12/15/00	(1) \$446,898.64	(1) US Airways expense reimbursement payment by check.
(2) 12/15/00	(2) \$64,263.68	(2) Contract ratification expense reimbursement payment by check.
(3) 11/7/00	(3) \$139,789.60	(3) US Airways expense reimbursement payment by check.

12. Explain fully the circumstances of all payments, including the terms of any oral agreement or understanding pursuant to which they were made. Attach any additional narrative sheets that are necessary to fully explain the required information.

The US Airways expense reimbursement payments were made pursuant to the attached agreement between ALPA and United which provides for United to reimburse the UAL-MEC's legitimate and reasonable expenses associated with United's planned acquisition of US Airways. The contract ratification expense reimbursement payment was made in conjunction with the parties recent negotiations for their current CBA which was ratified by ALPA membership in October 2000. All of the payments in Paragraph 11 were made for the benefit of the organization listed in 9A.

SIGNATURE AND VERIFICATION

The above employer and each of his undersigned duly authorized officers, declares, under the applicable penalties of law, that all of the information in this report, including all documents referred to therein and attached hereto, has been examined by him and is, to the best of his knowledge and belief, true, correct, and complete.

SIGNED

William P. Hobgood
Senior Vice-President People

PRESIDENT

At City State On Date (If other title, cross out and write in correct title above.)

SIGNED

Andy Studdert
Chief Operating Officer

TREASURER

At City State On Date (If other title, cross out and write in correct title above.)

NOTE.—Only one Part B of an LM-10 report need be signed and verified since the Part B so executed will be deemed to cover and include all Part B's filed with the report.



Name and Address of Reporting Employer

United Air Lines, Inc.
1200 E. Algonquin Road
Elk Grove Village, IL 60007

File No. E- 4258

(To be assigned by U.S. Dept. of Labor)

Refer to Instructions on Page 3

A 2 Indicate in blocks at left, question number to which this Part B relates and the consecutive number of this Part B with respect to that question. (See example on page 2, 3d paragraph under "What Must Be Filed.")

9. PROVIDE THE FOLLOWING INFORMATION:

☐ Agreement ☒ Payment ☐ Both.

a. Name and address of person, committee, group or organization with whom or through whom a separate agreement was made or to whom payments or expenditures were made.

Captain FC Dubinsky
Air Line Pilots Association
6400 Shafer Court, Suite 700
Rosemont, IL 60018

Chairman UAL-MEC

SAME

b. Position in labor organization or with employer (if an independent labor consultant, so state).

c. Name and address of firm or labor organization with whom employed or affiliated.

10. Date of the promise, agreement or arrangement pursuant to which payments or expenditures were agreed to or made.

Throughout 2000

Mo. Day Yr.

☒ Oral and ☐ Written

11. a. Date of each payment or expenditure	b. Amount of each payment or expenditure	c. Kind of each payment or expenditure (Specify whether payment or loan, and whether in cash or property)
(1) 8/14/00	(1) \$242,385.38	(1) US Airways expense reimbursement payment by check.
(2) Throughout 2000	(2) \$ 5,846.70	(2) ESOP Committee Member Expense reimbursement by check.
(3) Throughout 2000	(3) \$228,798.00	(3) Ticket Stock (446 Positive space and space available travel on United and other airlines valued at \$513 each)

12. Explain fully the circumstances of all payments, including the terms of any oral agreement or understanding pursuant to which they were made. Attach any additional narrative sheets that are necessary to fully explain the required information.

The US Airways expense reimbursement payments were made pursuant to the previously attached Agreement between United and ALPA which provides for United to reimburse the UAL-MEC's legitimate and reasonable expenses associated with United's planned acquisition of US Airways. The ESOP committee member expense reimbursement payment was made pursuant to Section 11.6 of the attached 1994 UAL Corporation Employee Stock Ownership Plan. The ticket stock was provided for union business related travel pursuant to United's current policy. All of the payments in Paragraph 12 were made for the benefit of the organization in 9A.

SIGNATURE AND VERIFICATION

The above employer and each of his undersigned duly authorized officers, declares, under the applicable penalties of law, that all of the information in this report, including all documents referred to therein and attached hereto, has been examined by him and is, to the best of his knowledge and belief, true, correct, and complete.

SIGNED  PRESIDENT

William P. Hobgood

Senior Vice President-People

At City State On Date (If other title, cross out and write in correct title above.)

SIGNED  TREASURERAndy Studdert
Chief Operating Officer

At City State On Date (If other title, cross out and write in correct title above.)

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Name and Address of Reporting Employer

File No.

E—

(To be assigned by U.S. Dept. of Labor)

United Air Lines, Inc.
1200 E. Algonquin Road
Elk Grove Village, IL 60007

Refer to Instructions on Page 3

A 3 Indicate in blocks at left, question number to which this Part B relates and the consecutive number of this Part B with respect to that question. (See example on page 2, 3d paragraph under "What Must Be Filed.")

9. PROVIDE THE FOLLOWING INFORMATION:

☐ Agreement ☒ Payment ☐ Both.

a. Name and address of person, committee, group or organization with whom or through whom a separate agreement was made or to whom payments or expenditures were made.

b. Position in labor organization or with employer (if an independent labor consultant, so state).

c. Name and address of firm or labor organization with whom employed or affiliated.

Linda Farrow
Association of
Flight Attendants
6400 Shafer Court, Suite 250
Rosemont, IL 60018

UAL MEC President

SAME

10. Date of the promise, agreement or arrangement pursuant to which payments or expenditures were agreed to or made.

Throughout 2000
Mo. Day Yr.

☒ Oral ☐ Written

11. a. Date of each payment or expenditure	b. Amount of each payment or expenditure	c. Kind of each payment or expenditure (Specify whether payment or loan, and whether in cash or property)
(1) Throughout 2000	(1) \$ 248,292.00	(1) Ticket Stock (484 positive space tickets valued at \$513 each)
(2) Throughout 2000	(2) \$1,559.26.00	(2) Payment for United telephone service used by AFA.
(3)	(3)	(3)

12. Explain fully the circumstances of all payments, including the terms of any oral agreement or understanding pursuant to which they were made. Attach any additional narrative sheets that are necessary to fully explain the required information.

The positive space tickets are given to AFA to assist the AFA in conducting union business pursuant to Section 3F of the parties attached collective bargaining agreement. The telephone service is provided to AFA by United pursuant to a long standing past practice between the parties. Both of these payments were made for the benefit of the organization in 9A.

SIGNATURE AND VERIFICATION

The above employer and each of his undersigned duly authorized officers, declares, under the applicable penalties of law, that all of the information in this report, including all documents referred to therein and attached hereto, has been examined by him and is, to the best of his knowledge and belief, true, correct, and complete.

SIGNED William P. Hobgood PRESIDENT
Senior Vice President People
At _____ City _____ State _____ On _____ Date _____
(If other title, cross out and write in correct title above.)

SIGNED Sara Fields TREASURER
Senior Vice President Onboard
At _____ City _____ State _____ On _____ Date _____
(If other title, cross out and write in correct title above.)

NOTE.—Only one Part B of an LM-10 report need be signed and verified since the Part B so executed will be deemed to cover and include all Part B's filed with the report.

Name and Address of Reporting Employer

United Air Lines, Inc.
1200 E. Algonquin Road
Elk Grove Village, IL 60007

File No. E-
(To be assigned by U.S. Dept. of Labor)

Refer to instructions on Page 3

A 3 Indicate in blocks at left, question number to which this Part B relates and the consecutive number of this Part B with respect to that question. (See examples on page 2, 3d paragraph under "What Must Be Filed.")

9. PROVIDE THE FOLLOWING INFORMATION:

☐ Agreement ☒ Payment ☐ Both

a. Name and address of person, committee, group or organization with whom or through whom a separate agreement was made or to whom payments or expenditures were made.

b. Position in labor organization or with employer (If an independent labor consultant, so state).

c. Name and address of firm or labor organization with whom employed or affiliated.

Linda Farrow
Association of
Flight Attendants
6400 Shafer Court, Suite 250
Rosemont, IL 60018

UAL MEC President

SAME

10. Date of the promise, agreement or arrangement pursuant to which payments or expenditures were agreed to or made.

Throughout 2000
Mo. Day Yr.

☒ Oral ☐ Written

11. a. Date of each payment or expenditure	b. Amount of each payment or expenditure	c. Kind of each payment or expenditure (Specify whether payment or loan, and whether in cash or property)
(1) Throughout 2000	(1) \$ 248,292.00	(1) Ticket Stock (484 positive space tickets valued at \$513 each)
(2) Throughout 2000	(2) \$1,559.26.00	(2) Payment for United telephone service used by AFA.
(3)	(3)	(3)

12. Explain fully the circumstances of all payments, including the terms of any oral agreement or understanding pursuant to which they were made. Attach any additional narrative sheets that are necessary to fully explain the required information.

The positive space tickets are given to AFA to assist the AFA in conducting union business pursuant to Section 3F of the parties attached collective bargaining agreement. The telephone service is provided to AFA by United pursuant to a long standing past practice between the parties. Both of these payments were made for the benefit of the organization in 9A.

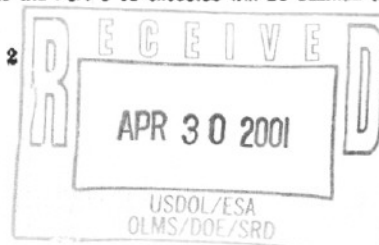
SIGNATURE AND VERIFICATION

The above employer and each of his undersigned duly authorized officers, declares, under the applicable penalties of law, that all of the information in this report, including all documents referred to therein and attached hereto, has been examined by him and is, to the best of his knowledge and belief, true, correct, and complete.

SIGNED William F. Hobgood PRESIDENT
William F. Hobgood
Senior Vice President People
At City State On Date (If other title, cross out and write in correct title above.)

SIGNED Sara Fields TREASURER
Sara Fields
Senior Vice President Onboard
At City State On Date (If other title, cross out and write in correct title above.)

NOTE.—Only one Part B of an LM-10 report need be signed and verified since the Part B so executed will be deemed to cover and include all Part B's filed with the report.





Name and Address of Reporting Employer

File No.

E-

(To be assigned by U.S. Dept. of Labor)

United Air Lines, Inc.
1200 E. Algonquin Road
Elk Grove Village, IL 60007

Refer to Instructions on Page 3

A 4 Indicate in blocks at left, question number to which this Part B relates and the consecutive number of this Part B with respect to that question. (See example on page 2, 3d paragraph under "What Must Be Filed.")

9. PROVIDE THE FOLLOWING INFORMATION:

☐ Agreement ☒ Payment ☐ Both.

a. Name and address of person, committee, group or organization with whom or through whom a separate agreement was made or to whom payments or expenditures were made.

Robert Roach

International Association
of Machinists and Aerospace
Workers

9000 Machinists Place

Upper Marlboro, MD 20772

b. Position in labor organization or with employer (if an independent labor consultant, so state).

General Vice-President-
Transportation

c. Name and address of firm or labor organization with whom employed or affiliated.

SAME

10. Date of the promise, agreement or arrangement pursuant to which payments or expenditures were agreed to or made.

Throughout 2000
Mo. Day Yr.

☐ Oral ☐ Written

11. a. Date of each payment or expenditure	b. Amount of each payment or expenditure	c. Kind of each payment or expenditure (Specify whether payment or loan, and whether in cash or property)
(1) Throughout 2000	\$781,299.00	(1) Ticket Stock (1,523 positive space tickets valued at \$513 each)
(2) Throughout 2000	\$ 81,371.77	(2) ESOP Committee Member expense reimbursement by check
(3)		(3)

12. Explain fully the circumstances of all payments, including the terms of any oral agreement or understanding pursuant to which they were made. Attach any additional narrative sheets that are necessary to fully explain the required information.

The positive space tickets are given to the IAM to assist the IAM in conducting union business pursuant to the attached sections of the collective bargaining agreements. The ESOP Committee member expense reimbursement payment was made pursuant to Section 11.6 of the previously attached 1994 UAL Corporation Employee Stock Ownership Plan. Both of these payments were made for the benefit of the organization in 9A.

SIGNATURE AND VERIFICATION

The above employer and each of his undersigned duly authorized officers, declares, under the applicable penalties of law, that all of the information in this report, including all documents referred to therein and attached hereto, has been examined by him and is, to the best of his knowledge and belief, true, correct, and complete.

SIGNED _____, PRESIDENT

William P. Hobgood
Senior Vice President People

At _____ City _____ State _____ On _____ Date _____ (If other title, cross out and write in correct title above.)

SIGNED _____, TREASURER

Andy Studdert
Chief Operating Officer

At _____ City _____ State _____ On _____ Date _____ (If other title, cross out and write in correct title above.)

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F-4258

UAL CORPORATION
EMPLOYEE STOCK OWNERSHIP PLAN

Effective as of July 12, 1994

Composite Plan Document incorporating
First Amendment of UAL Corporation ESOP
and
Second Amendment of UAL Corporation ESOP,
and
Third Amendment of UAL Corporation ESOP,
and
Fourth Amendment of UAL Corporation ESOP,
and
Fifth Amendment of UAL Corporation ESOP,
and
Sixth Amendment of UAL Corporation ESOP

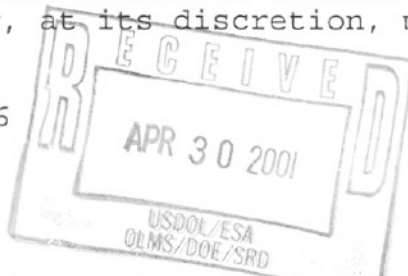


11.5 ESOP Committee's Decision Final. Except as otherwise provided herein, to the extent permitted by law, any interpretation of the Plan and any decision on any matter within the discretion of the ESOP Committee made by the ESOP Committee in good faith is binding on all persons. Except as provided in ERISA section 405, a dissenting member is not responsible for any action or failure to act if within a reasonable time he registers his dissent with the other members, the Company and the Trustee.

11.6 Remuneration and Expenses. No remuneration shall be paid to any ESOP Committee member who is an Employee of the Company or an Affiliate for services performed hereunder. However, subject to Section 11.12, the reasonable expenses of an ESOP Committee member incurred in the performance of an ESOP Committee function shall be reimbursed by the Employers. For purposes of the preceding sentence, flight pay loss and pay loss for each IAM member shall be treated as an expense.

11.7 Indemnification of the ESOP Committee. To the extent permitted by applicable law, the ESOP Committee and its members and any employee, director, or officer of the Company or its Affiliates, shall be indemnified by the Company against any and all liabilities, settlements, judgments, losses, costs, and expenses (including reasonable legal fees and expenses) of whatever kind and nature which may be imposed on, incurred by or asserted against them by reason of the performance or nonperformance of their duties in connection with the Plan if such action or inaction did not constitute gross negligence or willful misconduct. Furthermore, the Company agrees to indemnify any such persons against any liability imposed as a result of a claim asserted by any person or persons under federal or state law where such persons act in good faith or in reliance on a written direction or certification of the Company. The foregoing right of indemnification shall be in addition to other rights such persons may have by law or by reason of insurance coverage of any kind. The Company may, at its own expense, settle any claim asserted or proceeding brought against any such persons when such settlement appears to be in the best interests of the Company. If the Company obtains fiduciary liability insurance to protect the ESOP Committee or any of its members, the provisions of this Section 11.7 shall be applicable only to the extent that such insurance coverage is insufficient. The Company shall secure fidelity bonding for the fiduciaries of the Plan, as required by ERISA section 412 and shall secure insurance for ESOP Committee members coextensive with any ERISA insurance coverage provided to any member of the Board of Directors or, if more favorable, to any Employee.

11.8 Resignation or Removal of ESOP Committee Member. An ESOP Committee member may resign at any time by -delivering his written resignation to the Company. Each of the Company, ALPA and the IAM may remove its ESOP Committee members for any reason. In addition, the Company, at its discretion, may remove



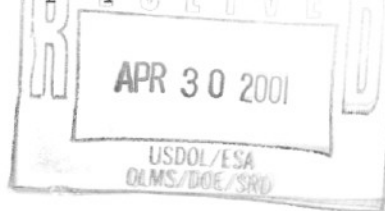
any ESOP Committee member for cause upon delivery of written notice to him. Except as provided in the preceding sentence, such resignation or removal, as the case may be, shall become effective only upon the appointment of a qualifying successor member being duly appointed in accordance with Section 11.9. For purposes hereof, "cause" shall be construed to mean an action permitting a member of the Board of Directors to be for cause.

11.9 Appointment of Successor ESOP Committee Members. ALPA, the IAM or the Company, as the case may be, shall, in accordance with the composition of the ESOP Committee described in Section 11.2, promptly fill any vacancy in the membership of the ESOP Committee and shall give prompt written notice thereof to the other ESOP Committee members, the Company and the Trustee.

11.10 Interested ESOP Committee Member. A member may not decide or determine any matter or question concerning his own benefits under the Plan or as to how they are to be paid to him unless either such decision could be made by him under the Plan if he were not a member of the ESOP Committee, or such decision applies to all affected Participants similarly. If a member is disqualified to act, and the remaining members of the ESOP Committee cannot agree on a decision, ALPA, the IAM or the Company, as the case may be, may appoint a temporary member to exercise the powers of the interested member concerning the matter as to which he is disqualified.

11.11 Compliance with Laws. Notwithstanding anything in the Plan or the Trust Agreement to the contrary, every individual who is a fiduciary with respect to the Plan shall exercise his responsibilities with respect to the Plan in a manner consistent with ERISA and other applicable laws.

11.12 Expenses of the Plan and Trust. All reasonable expenses of administering the Plan and Trust shall be charged to and paid by the Employers; provided, however, that, in the case of a dispute between the Company and the Committee, the reasonableness of any expense shall be determined without regard to Sections 11.5 and 11.2(b)(ii)(1), and, provided, further, that in the event of any disagreement with respect to the reasonableness of an expense, neither a determination of the ESOP Committee that an expense is reasonable nor a determination by the Company that an expense is unreasonable shall be accorded any presumption of correctness. Unless the Company and ESOP Committee otherwise agree, such disagreement shall be resolved through the judicial process and the Company shall pay the reasonable expenses of litigation (and with regard to these expenses, the ESOP Committee's determination of reasonableness shall be conclusive). The reasonableness of any expense with respect to the Plan or Trust shall be determined by taking into account, inter alia, (a) the appropriateness and magnitude of the expense, (b) comparative reference to the types and amounts of expenses incurred by other very large employee stock ownership



plans that own a significant portion of the employer's outstanding stock, (c) the complexity and size of this Plan and (d) the special purposes for which this Plan was established. Payment of expenses shall not be deemed to be Employer Contributions.

11.13 Committee Alternates. An individual acting as an alternate member of the ESOP Committee shall be considered a member of the ESOP Committee for all purposes of this Plan.

SECTION 12

Claims Procedure

12.1 Written Claim. The Company, which may delegate its authority, shall be the fiduciary for the initial decision on claims for benefits under the Plan. A Participant (or Beneficiary) may present a claim to the Company for any unpaid benefits. The Company shall establish procedures for action upon claims initially made and the communication of a decision to the claimant promptly and, in any event, not later than 90 days after the claim is received, unless special circumstances require an extension of time for processing the claim. If an extension is required, notice of the extension shall be furnished the claimant prior to the end of the initial 90-day period, which notice shall indicate the reasons for the extension and the expected decision date. The extension shall not exceed 90 days. The claim may be deemed by the claimant to have been denied for purposes of further review described below in the event a decision is not furnished to the claimant within the period described in the three preceding sentences. If the claim for benefits is wholly or partially denied, the Company shall notify the Participant (or Beneficiary) in writing of such denial of benefits within 90 days after the Company initially received the benefit claim. Such 90-day period may be extended for an additional 90 days if the Company provides written notice of the extension to the claimant prior to the termination of such 90-day period and the extension is based on special circumstances.

12.2 Notice of Denial. A notice of a denial of benefits shall advise the Participant (or Beneficiary) of:

- (a) the specific reason or reasons for the denial;
- (b) the specific provisions of the Plan on which the denial is based;
- (c) any additional material or information necessary for the Participant (or Beneficiary) to perfect his claim and an explanation of why such material or information is necessary; and



1996-2001
2001-2006
AGREEMENT
between
UNITED AIR LINES, INC.
and
THE FLIGHT ATTENDANTS
in the service of
UNITED AIR LINES, INC.
as represented by
THE ASSOCIATION OF FLIGHT ATTENDANTS

THIS AGREEMENT is made and entered into in accordance with the provisions of Title II of the Railway Labor Act, as amended, by and between UNITED AIR LINES, INC. (hereinafter referred to as the "Company") and the FLIGHT ATTENDANTS in the service of UNITED AIR LINES, INC., as represented by the ASSOCIATION OF FLIGHT ATTENDANTS (hereinafter referred to as the "Union").

WITNESSETH:

It is hereby mutually agreed:



**SECTION 3
UNION ACTIVITIES****3****U
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S****A. Bulletin Boards**

1. A locked glass enclosed bulletin board marked "Union" shall be provided by the Company in an area accessible to flight attendants, at each domicile point and co-terminal. Keys shall be issued to the Local Executive Council President and the Manager Onboard Service.
2. The bulletin boards are for all Union materials.
3. The Company will not remove material from these bulletin boards before it has made a reasonable effort to contact the LEC President, the LEC Vice President, or the LEC Secretary/Treasurer, or designees. In the event of a dispute over the removal of an item, the matter shall immediately be reviewed by the Director Labor Relations-Inflight or designee and the MEC President or designee. Bulletin board postings may not contain derogatory remarks about any Company personnel.

B. Bulletin Books

Bulletin books marked "Union" shall be provided by the Company at all domiciles and co-terminals.

C. Locked Boxes

Locked boxes marked "Union" will be provided by the Company at all domiciles and co-terminals.

D. Union Activities While On Duty

Flight attendants, while on duty, shall not engage in Union activities unless provided for in this Agreement.

E. Union Pin

Flight attendants shall be permitted to wear the official Union pin on a place visible on all flight attendant uniforms. The Company reserves the right to designate the location where the official Union pin may be worn.



F. Transportation

1. Flight attendants shall be furnished non-revenue, positive space (NRPS) transportation when on approved Union business.
2. The Company shall provide each MEC Officer, MEC Grievance Chairperson, LEC President or acting LEC President, System Board member and Negotiations Committee member a jumpseat travel authority card for use on available cabin jumpseats.

G. Releases

The Company shall honor all requests of the Union for release of flight attendants for Union business consistent with the needs of the service. AFA releases may be made up in accordance with the provisions of Section 9.I.4.d. and 12.Q.4.d at any time in the two (2) subsequent schedule months.

H. Distribution of Material

The LEC President or her/his specifically authorized designee at each domicile shall be allowed use of Company flight attendant mail boxes for distribution of Union materials provided that prior to each distribution the content of such material is reviewed by the Company. Such material shall be reviewed as follows:

1. Single domicile distribution - local Manager of Onboard Service or designee.
2. System wide distribution - Senior Vice President-Onboard Service or designee.
3. If the Union desires to use Company flight attendant mailboxes for other purposes than listed above, they may request such use from the Senior Vice President-Onboard Service or designee.

I. MEC Information

The Company shall provide the MEC President or designee with the following:

1. A monthly list of all flight attendants who illegally exceed the monthly or quarterly flight time limitations and the hours they have flown, upon request of the MEC President.



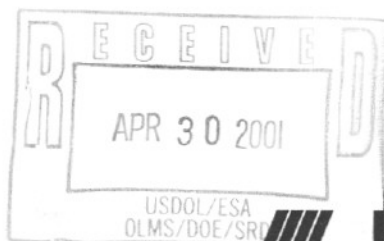
1999-2000 AGREEMENT

Between

UNITED AIRLINES, INC.

and

**The International Association
of Machinists and Aerospace Workers**



UNITED

PUBLIC CONTACT EMPLOYEES' AGREEMENT

ARTICLE XVI TRANSPORTATION

- A. It is agreed that the pass transportation regulations as established by Company policy on the date of signing this Agreement will apply to employees covered by this Agreement and will not be substantially changed or discontinued during the term of this Agreement without first advising the Union of the reason therefor and affording the Union an opportunity to confer with the Company. Any improvements in pleasure pass benefits provided to other domestic non-management employee groups will be offered to employees covered by this Agreement.
- B. The System General Chairperson and Assistant System General Chairperson of the Union will be furnished with a non-contingent pass over the Company's system during their term of office for use in connection with their work in administering this contract.
- C. Union Officials engaged in meetings with Company Officials shall be given business positive space air transportation over the lines of the Company, to the extent permitted by law, to attend such meetings.



1994 - 2000

AGREEMENT

Between

United Air Lines, Inc.

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RAMP AND STORES AGREEMENT

**Extended Illness Status
Transportation**

**Article XV
Article XVI**

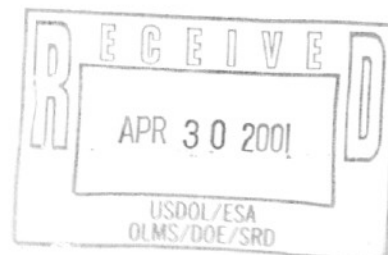
2. Following notice to the Union and the employee that the employee will be separated, the employee may file a grievance protesting his separation and the Union may appeal the Company's decision directly to Step three of the grievance procedure as provided in the Bargaining and Grievance Procedure Article of the Agreement.
3. The grievance must be filed within ten (10) days after the date of separation. If such appeal is not filed, the Company's action shall be final and binding.
4. Further appeal, if desired, shall be to the System Board of Adjustment provided for in this Agreement.

**ARTICLE XVI
TRANSPORTATION**

A. It is agreed that the pass transportation regulations as established by Company policy on the date of signing this Agreement will apply to employees covered by this Agreement and will not be substantially changed or discontinued during the term of this Agreement without first advising the Union of the reason therefor and affording the Union an opportunity to confer with the Company. Any improvements in pleasure pass benefits provided to other domestic non-management employee groups will be offered to employees covered by this Agreement.

B. The System General Chairman and Assistant System General Chairman of the Union will be furnished with a non-contingent pass over the Company's system during their term of office for use in connection with their work in administering this contract.

C. Union Officials engaged in meetings with Company Officials shall be given business positive space air transportation over the lines of the Company, to the extent permitted by law, to attend such meetings.



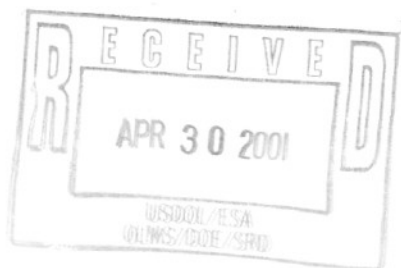
1994 - 2000
AGREEMENT

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FOOD SERVICES AGREEMENT

**Transportation
Disciplinary Action**

**Article XV
Article XVI**

**ARTICLE XV
TRANSPORTATION**

A. It is agreed that the pass transportation regulations as established by Company policy on the date of signing this Agreement will apply to employees covered by this Agreement and will not be substantially changed or discontinued during the term of this Agreement without first advising the Union of the reason therefor and affording the Union an opportunity to confer with the Company. Any improvements in pleasure pass benefits provided to other domestic non-management employee groups will be offered to employees covered by this Agreement.

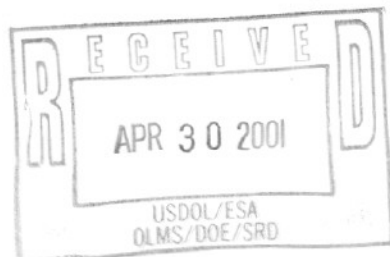
B. The System General Chairman and Assistant System General Chairman of the Union will be furnished with a noncontingent pass over the Company's system during their term of office for use in connection with their work in administering this contract.

C. Union Officials engaged in meetings with Company Officials shall be given business positive space air transportation over the lines of the Company, to the extent permitted by law, to attend such meetings.

**ARTICLE XVI
DISCIPLINARY ACTION**

A. An employee who is to be questioned by Company Representatives in the investigation of an incident which may result in disciplinary action being taken against him, will be informed of his right to have a Union Representative present before such questioning begins. Such Union Representative will not interfere with the Company's questioning of an employee. However, at the conclusion of the Company's questioning the Union Representative will be free to ask questions or clarify facts. The above does not apply to inquiries of employees by Supervisors in the normal course of work.

B. No employee shall be discharged without a prompt, fair and impartial investigative hearing at which he may be represented and assisted by Union Representatives. An employee will also be entitled to an investigative review hearing if he so requests upon being advised of a disciplinary suspension. The hearing will be



1994 - 2000

AGREEMENT

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MECHANICS' AGREEMENT

**Article XV
Article XVI**

**Extended Illness Status
Transportation**

2. Following notice to the Union and the employee that the employee will be separated, the employee may file a grievance protesting his separation and the Union may appeal the Company's decision directly to Step Three of the grievance procedure as provided in the Bargaining and Grievance Procedure Article of the Agreement.
3. The grievance must be filed within ten (10) days after the date of separation. If such appeal is not filed, the Company's action shall be final and binding.
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**ARTICLE XVI
TRANSPORTATION**

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